

**FEDERAL AVIATION ADMINISTRATION – U.S. COAST GUARD  
ANNETTE ISLAND, ALASKA  
ENVIRONMENTAL REMEDIATION AND RESTORATION  
MEMORANDUM OF UNDERSTANDING**

1. The Federal Aviation Administration (FAA), an agency of the United States Department of Transportation (DOT) and the U.S. Coast Guard (USCG), an agency of the United States Department of Transportation (DOT), enter into this Memorandum of Understanding (MOU) in order to efficiently plan for and accomplish their respective authorities regarding cleanup of former federal government facilities on Annette Island, Alaska. This agreement shall facilitate coordinated program activities by FAA and USCG, but shall not enter the USCG into any pre-existing agreements with third parties or otherwise obligate the USCG under the terms of any such pre-existing agreement with third parties. The FAA enters into this MOU pursuant to its authority under 49 U.S.C. §§ 40101, 40110, 40111 and 40112 *et seq.* The USCG enters into this MOU pursuant to its authority under 14 U.S.C. § 141 and 14 U.S.C. § 691(d).
2. The USCG states its intent to carry out its program of environmental compliance and restoration at former USCG Air Station Annette Island, Alaska, pursuant to its authority under 14 U.S.C. § 691. Specifically, this authority is to identify, investigate, and clean up contamination from hazardous substances and pollutants when Coast Guard actions led to that contamination. In so doing, the USCG agrees to work with the FAA and to share information in order to explore efficient and cost-effective means to carry out this authority.
3. The FAA reaffirms the commitments made in the "Supplemental entry to Metlakatla Alaska Environmental Remediation and Restoration Memorandum of Understanding" dated July 1, 1998. Although the USCG is not a party to the Metlakatla Alaska Environmental Remediation and Restoration Memorandum of Understanding, all references made by FAA in the "Supplemental Entry to Metlakatla Alaska Environmental Remediation and Restoration Memorandum of Understanding" dated July 1, 1998, concerning FAA's obligation to coordinate with parties of the MOU, are extended to include the FAA coordination with the USCG. The USCG shall be responsible for securing the concurrence of any non-DOT entities or groups in order for the USCG to participate or otherwise interface with them.
4. Each agency agrees to provide an empowered representative, if invited, to participate in meetings with the Metlakatla Indian Community and with other interested federal agencies in order to facilitate coordination of the clean up efforts of the respective organizations. An empowered representative is a person who can make commitments for the agency.

5. This MOU contains no obligation regarding timing, priority, or funding of the parties' authorities on Annette Island. The USCG and the FAA will consider funding for environmental remediation and restoration activities on Annette Island consistent with each agency's overall budget priorities and legal responsibilities. If funding becomes available to support USCG - FAA environmental remediation and restoration activities on Annette Island, the USCG and the FAA will coordinate efforts, consistent with lawful and sound procurement practices, in order to maximize the environmental benefit from available resources and minimize overall costs to each agency. This MOU confers no private right of action on any person or organization.

6. The USCG and the FAA commit to carry out their investigation, planning, restoration and remediation activities, and contract award and administration consistent with all applicable statutes, regulations and executive orders of the United States. Implementation of any part or this entire authority is subject to availability of funds. Nothing in this MOU shall be construed to expand the USCG's authority under the USCG Environmental Compliance and Restoration Program, or to violate the Anti-Deficiency Act. The FAA and the USCG shall independently monitor, communicate and coordinate their activities with interested regulatory bodies, including the Alaska Department of Environmental Conservation (DEC), the United States Environmental Protection Agency (EPA) and the Metlakatla Tribal government. Nothing in this MOU shall be construed as creating a primary or "lead agency" status for the FAA or USCG, and each agency shall maintain its own primary responsibility for managing regulatory and statutory compliance.

7. Unless otherwise provided, notice to the USCG under this agreement shall be directed to:


United States Coast Guard  
Commanding Officer  
Civil Engineering Unit Juneau  
Mr. Robert Deering  
P.O. Box 21747  
Juneau, Alaska 99802-1747

8. Unless otherwise provided, notice to the FAA under this agreement shall be directed to:

Federal Aviation Administration  
Alaskan Region  
Catherine Benediktsson, AAL-471  
222 West 7th Avenue, #14  
Anchorage, Alaska 99513-7587

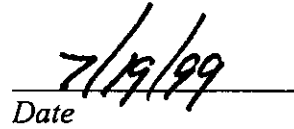
9. Modification and Termination: This MOU may be modified by written consent of both parties. This MOU will terminate upon written notice of withdrawal of either party.

10. This Memorandum of Understanding is effective when signed by representatives of both parties. Signature indicates agreement to participate in this MOU:



*Signature*

Director, Airway Facilities Service  
Federal Aviation Administration

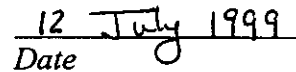


*Date*



*Signature*

Assistant Commandant, Systems  
United States Coast Guard



*Date*